

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appellants:	Manas K. BEHERA et al.	§	Confirmation No.:	8516
		§		
Serial No.:	10/768,934	§	Group Art Unit:	2441
		§		
Filed:	02/02/2004	§	Examiner:	Nicholas R. Taylor
		§		
For:	Method For Managing A	§	Docket No.:	200311799-1
	Network Using A Plurality	§		
	Of Databases	§		

REPLY BRIEF

Mail Stop Appeal Brief – Patents

Date: December 22, 2008

Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

Sir:

In response to the Examiner's Answer dated October 21, 2008, Appellants submit this Reply Brief for further consideration by the Board. Appellants repeat their arguments from their principle brief and offer the following additional comments in response to the Examiner's response on pages 17-20 of the Answer. Appellants provide the following additional comments to some, but not all, of their arguments from their principle brief. However, that Appellants have not provided additional comments to all arguments from the principle brief should not be construed as such arguments not being discussed herein as lacking merit. The Board is requested to consider all arguments made by Appellants in the principle brief and the additional arguments in this Reply Brief.

Independent claim 9 requires an active database and a working database and "exchanging connections of the working and active database." Appellants respectfully submit that the Examiner has improperly construed this limitation. The Examiner's argument seems to be that, in Beaudoin, logic that switches from accessing the local database 6 to the global database 5 has essentially "exchanged connections" between the two databases. Switching from accessing one database to accessing another database is not "exchanging connections."

Appellants' disclosure clearly explains that the connections between the databases are exchanged "so that the old or formerly working database is the active database." Disclosure p. 4 lines 4-7. Further, the dictionary defines the verb "exchange" as "to give and receive reciprocally." Webster's Third New International Dictionary, 2002. Another definition from that same dictionary is "to part with, give, or transfer in consideration of something received as an equivalent." One of ordinary skill in the art thus would clearly understand that "exchanging connections" of the databases is not simply logic switching from accessing one database to the other database. Rather, exchanging connections requires the connection to the working database to be replaced by the connection to the active database, and reciprocally the connection to the active database to be replaced by the connection to the working database. The connections must be swapped out. Beaudoin clearly does not teach or even suggest this limitation, and no other art of record satisfies Beaudoin's deficiency in this regard. For at least the above reason, the Examiner erred in rejecting claims 9-12, 22 and 23.

Claim 1 requires selecting one of the databases as an active database in a READ only mode. The Examiner seems to concede that Beaudoin lacks such a teaching. Instead, the Examiner turns to Gupta as teaching a read only database. However, while the use of a read only database may be known, what was not known or obvious was to select one database to be an active database in a read only mode in the manner claimed by Appellants. The Examiner has not read the claimed subject matter as a whole in the obviousness rejection. Further, Appellants believe that modifying the local or global databases of Beaudoin to be read only would defeat the principle of operation of Beaudoin which is an impermissible hypothetical combination/modification in an obviousness analysis. The global database 5 must receive and store the information set 16 from the data collector 4, Beaudoin para. [0030] and that process cannot occur if the global database 5 is read only. Similarly, the local database 6 must receive and store portions of the information set, Beaudoin para. [0030] and that process cannot occur if the local database 6 is read only.

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Reply Brief dated December 22, 2008

Reply to Examiner's Answer dated October 21, 2008

For the reasons stated above as well as in Appellants' principle brief, Appellants respectfully submit that the Examiner erred in rejecting all pending claims. It is believed that no extensions of time or fees are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. § 1.136(a), and any fees required (including fees for net addition of claims) are hereby authorized to be charged to Hewlett-Packard Development Company's Deposit Account No. 08-2025.

Respectfully submitted,

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